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13 *Veeva Systems Inc.*

14  
15 **UNITED STATES DISTRICT COURT**  
16 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

17 VEEVA SYSTEMS INC.,

18 Plaintiff,

19 v.

20 MICROSOFT CORPORATION,

21 Defendant.

CASE NO.

**COMPLAINT FOR TRADEMARK  
INFRINGEMENT AND UNFAIR  
COMPETITION**

**DEMAND FOR JURY TRIAL**

1 **COMPLAINT**

2 Plaintiff Veeva Systems Inc., by its undersigned attorneys, alleges as follows, upon actual  
3 knowledge with respect to itself and its own acts, and upon information and belief as to all other  
4 matters.

5 **NATURE OF THE ACTION**

6 1. This is an action for trademark infringement and unfair competition under federal, state,  
7 and common law. Veeva brings this action against Defendant Microsoft Corporation because  
8 Microsoft unlawfully offers and sells business software, applications, platforms, and tools under the  
9 infringing name and mark VIVA and other VIVA-formative marks. Microsoft is doing so despite  
10 Veeva's trademark rights in VEEVA and many other VEEVA-formative marks for business  
11 software, applications, platforms, and tools. Microsoft's acts are likely to confuse, deceive, or  
12 mislead consumers into believing Microsoft and/or its products and services are offered, licensed,  
13 and/or approved by Veeva. Veeva thus seeks to enjoin Microsoft's unlawful uses of VIVA and  
14 VIVA-formative marks and to recover actual damages, Microsoft's profits, and other relief,  
15 including attorneys' fees and costs.

16 **THE PARTIES**

17 2. Plaintiff Veeva Systems Inc. is a Delaware corporation with a principal place of business  
18 at 4280 Hacienda Drive, Pleasanton, California 94588.

19 3. Defendant Microsoft Corporation is a Washington corporation with an address at One  
20 Microsoft Way, Redmond, Washington 98052.

21 **JURISDICTION AND VENUE**

22 4. This action arises under the Federal Trademark Act, 15 U.S.C. § 1051, *et seq.*, and under  
23 the related law of the state of California. This Court has jurisdiction over the subject matter of this  
24 action pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1338(a) and (b). This Court has  
25 supplemental jurisdiction over Veeva's state law claims pursuant to 28 U.S.C. § 1367 because those  
26 claims are substantially related to Veeva's federal Lanham Act claims.

27 5. This Court has personal jurisdiction over Microsoft because Microsoft has established  
28 minimum contacts with this forum such that the exercise of personal jurisdiction over Microsoft will

1 not offend traditional notions of fair play and substantial justice. Service is authorized upon  
2 Microsoft's agent, CSC Lawyers, at 2710 Gateway Oaks Drive, Sacramento, California 95833.

3 6. This Court has personal jurisdiction over Microsoft, and venue is proper in this District  
4 pursuant to 28 U.S.C. § 1391 (b) and (c) because Veeva is being harmed in the District; Microsoft is  
5 doing business in this District, including in and through its offices located at 1065 La Avenida  
6 Street, Mountain View, California 94043 and 555 California Street, Suite 200, San Francisco,  
7 California 94104; Microsoft has regularly and purposefully availed itself of the privilege of  
8 conducting business activities within this District; Microsoft is using the infringing VIVA marks in  
9 this District, and in connection with products and services offered in this District and to consumers  
10 located in this District; the infringing activity has occurred and continues to occur in this District;  
11 and this action arises from activities Microsoft directed towards California and this District.

#### 12 **DIVISIONAL ASSIGNMENT**

13 7. Because this is an action involving intellectual property rights, it should be assigned on a  
14 district-wide basis pursuant to Civil Local Rule 3-2(c) and General Order No. 44.

#### 15 **VEEVA AND ITS HISTORY**

16 8. Founded in 2007, Veeva is a global leader in providing business software, applications,  
17 platforms, and data solutions that enhance digital collaboration, engagement, and content  
18 management for a variety of companies, including those in regulated industries, such as life sciences,  
19 consumer products, and food and beverage. Veeva's solutions have helped countless market-leading  
20 companies eliminate inefficiencies and bring high-quality, trusted products to market around the  
21 globe.

22 9. Veeva's first product was VEEVA CRM, a cloud-based customer relationship  
23 management ("CRM") platform designed for life sciences companies (including pharmaceutical  
24 companies). The VEEVA CRM platform helps sales representatives manage relationships with  
25 healthcare professionals, offering features like call planning, account management, sales force  
26 automation, data analysis, and compliance tracking. The VEEVA CRM platform quickly became the  
27 preeminent customer relationship management platform in the life sciences industry. Within a few  
28

1 years of launch, the VEEVA CRM platform had achieved a sizable market share in certain markets,  
 2 such as the pharmaceutical customer relationship management market.

3 10. In 2011, Veeva launched VEEVA VAULT, a content management and collaboration  
 4 platform. The VEEVA VAULT platform provides innovative solutions for clinical trials, quality  
 5 management, data analysis, regulatory compliance, and marketing for life sciences companies.

6 11. In 2016, Veeva launched VEEVA ENGAGE, a remote engagement platform for virtual  
 7 meetings, webinars, data analysis, and compliant digital interactions with healthcare providers. The  
 8 VEEVA ENGAGE platform is designed to streamline virtual interactions between field  
 9 representatives (such as pharmaceutical representatives, medical science liaisons, and account  
 10 managers) and healthcare professionals. It records and tracks such interactions, enables personalized  
 11 interactions with healthcare professionals based on past engagements, enables real-time sharing of  
 12 materials, supports large-scale virtual events and webinars, and provides data analytics on attendee  
 13 engagement and follow-ups.

14 12. That same year, Veeva launched VEEVA QUALITYONE, another content management  
 15 and collaboration platform serving other regulated industries, including consumer products and food  
 16 and beverage.

17 13. In 2017, Veeva launched VEEVA CRM MYINSIGHTS, a tool that provides real-time  
 18 interactive dashboards to help sales representatives analyze engagement data and optimize outreach.  
 19 It provides personalized data-driven recommendations for sales representatives, medical science  
 20 liaisons, and account managers in the life sciences industry. It also enables users to track  
 21 engagement history, visualize key performance indicators, and optimize outreach strategies based on  
 22 past interactions and predictive analytics.

23 14. Veeva also offers a wide array of other applications, features, and tools with VEEVA-  
 24 formative names and marks, including:

- 25 • **VEEVA ALIGN** – an application used to automate territory alignment, sales  
 26 planning, and roster management, syncing field force data with the VEEVA CRM  
 platform.
- 27 • **VEEVA NITRO** – a life sciences data warehouse that integrates with the VEEVA  
 28 CRM platform to enhance analytics and reporting.

- 1 • **VEEVA NETWORK** – a global master data management platform and customer  
2 master application designed for global pharmaceuticals and biotech.
- 3 • **VEEVA OPENDATA** – a database of healthcare professionals and healthcare  
4 organizations that integrates with the VEEVA CRM platform to provide up-to-date  
5 customer information.
- 6 • **VEEVA OPENDATA CLINICAL** – a database providing reference data on  
7 investigators and research sites for clinical teams.
- 8 • **VEEVA LINK** – a suite of data applications providing real-time insights on key  
9 opinion leaders and digital influencers, helping sales representatives make informed  
10 decisions.
- 11 • **VEEVA LINK KEY PEOPLE** – an application providing deep data and insights  
12 about key opinion leaders and their ecosystems.
- 13 • **VEEVA LINK KEY ACCOUNTS** – an application providing deep data and insights  
14 on key accounts in the United States, such as health systems, hospitals, physician  
15 networks, and payers.
- 16 • **VEEVA LINK MEDICAL INSIGHTS** – software and analyses to get medical  
17 insights to the right people.
- 18 • **VEEVA LINK WORKFLOW** – a platform to manage engagements with key  
19 people.
- 20 • **VEEVA RTSM** – an application used to randomize patients and manage trial  
21 supplies.
- 22 • **VEEVA SITE CONNECT** – an application for clinical sites and sponsors to work  
23 together, simplifying the flow of information during start-up, execution, and closeout.
- 24 • **VEEVA LEARN GXP** – a library of accredited courses and microlearning videos to  
25 help organizations meet regulatory requirements and drive personal growth.
- 26 • **VEEVA CDB** – a centralized environment for aggregating, cleaning, and  
27 transforming clinical data from multiple data sources.
- 28 • **VEEVA ECOA** – a tool for capturing questionnaire responses from patients,  
caregivers, and clinicians using an app or website.
- **VEEVA COMPASS** – a complete suite of modern commercial data products for  
complex therapies.
- **VEEVA COMPASS PATIENT** – an anonymous patient longitudinal data collection  
tool for use relating to dispensed prescriptions and procedures and diagnoses for the  
U.S. market.

- **VEEVA COMPASS PATHWAY** – an add-on product to the VEEVA COMPASS PATIENT product for accessing prescription claims and lifecycle data.
- **VEEVA COMPASS PRESCRIBER** – a data analysis tool used to project prescriptions and procedures for more than 4,000 brands in the U.S. market.
- **VEEVA COMPASS NATIONAL** – a data collection and analysis tool for uses relating to prescriptions and procedures at state and national levels for retail and non-retail products in the U.S. market.
- **VEEVA CROSSIX** – a cloud-based analytics and data platform for uses relating to campaign performance, audience engagement, and patient outcomes while ensuring compliance with data privacy regulations.
- **VEEVA EVENTS MANAGEMENT** – a cloud-based event planning and compliance platform to enable life sciences companies to plan, execute, and track in-person and virtual events with health care professionals.
- **VEEVA EPRO** – an application designed to simplify the collection and exchange of patient-reported outcomes in digital clinical trials.
- **VEEVA SITEVAULT** – an application designed to streamline the management of regulatory documents and trial processes for clinical research sites.
- **VEEVA LINK SCIENTIFIC AWARENESS** – an application providing real-time intelligence on scientific awareness and sentiment for specific medicines and therapies.
- **VEEVA LINK MEDTECH** – an application designed to provide real-time intelligence on scientific experts and key opinion leaders.

15. Veeva and its products and services have enjoyed substantial commercial success over the years. Veeva has thousands of customers, including the world's largest pharmaceutical companies and other well-known companies across myriad industries. Some of Veeva's customers include Abbot, AbbVie, Alcon, Barilla, Bausch & Lomb, Bayer, Colgate-Palmolive, The Clorox Company, Dior, Estée Lauder, GNC, Moderna, Nestlé, Novartis, Merck, Pfizer, Sanofi, Teva, and Unilever. For the fiscal year ending January 2020, Veeva achieved sales of over \$1 billion. It reached \$2 billion in sales just three years later.

16. Veeva and its products and services have received significant media attention and praise, as well as many industry awards and accolades for corporate citizenship, workplace leadership, growth, and technology innovation, including:

- *American Business Awards*, Most Innovative Tech Company of the Year, 2014
- *JUST Awards*, America's Best Corporate Citizen, 2015
- *Forbes*, Best Software Company to Work For, 2015
- *Deloitte*, Technology Fast 500, 2015
- *Forbes*, JUST 100 List, 2016
- *Forbes*, Fast Tech 25 list, 2017
- *San Francisco Business Times*, Best Digital Health Companies, 2017
- *Forbes*, Fast Tech 25, 2017
- *Fortune*, 100 Fastest Growing Companies, 2017, 2018, 2019, 2020, and 2021
- *Deloitte*, Technology Fast 500, 2018
- *Druker Institute* and *Wall Street Journal*, Top 250 Best-Managed Companies, 2019
- *Fortune*, Future 50, 2020, 2021
- *JUST Capital*, Rankings, 2021
- *Boston Business Journal*, Best Places to Work, 2021
- *Forbes*, Global 2000, 2021
- *Inc.*'s Best-Led Companies, 2021
- *Forbes*, Top 100 Companies for Remote Jobs, 2021
- *JUST Capital*, Just 100, 2022
- *ZD Net*, CRM Watchlist, 2022
- *Forbes*, Global 2000, 2022
- *Investor's Business Daily*, 100 Best ESG Companies to For 2023, 2023
- *Forbes*, Global 2000, 2023
- *Purpose Jobs*, Best Companies for Work-Life Balance, 2023
- *JUST Capital*, Overall Rankings, 2023
- *Forbes*, America's Best Companies, 2024
- *Forbes*, 400, 2024
- *Frost & Sullivan*, Enlightened Growth Leadership Best Practices Recognition from the Americas, 2024
- *Forbes*, Global 2000, 2024
- *JUST Capital*, Overall Rankings, 2024
- *Newsweek*, Excellent Index, 2024
- *Newsweek*, America's Most Reliable Companies 2025

17. Veeva is dedicated to helping make the industries it serves more productive and creating high-quality employment opportunities. As a key partner to the life sciences industry, Veeva is also dedicated to that industry's mission to advance human health and wellbeing. In 2021, over 99% of voting shareholders voted for Veeva to become the first publicly traded Public Benefit Corporation ("PBC") and largest-ever company to convert to a PBC, committing Veeva to its public benefit purpose and legally committing it to balance the interests of multiple stakeholders, including customers, employees, partners, and shareholders.




## VEEVA'S TRADEMARKS

18. Since at least as early as 2009, Veeva has continuously used the VEEVA mark, the VEEVA logo (shown below), and other VEEVA-formative marks, including those noted in Paragraphs 9-14 (collectively, the “VEEVA Marks”), in commerce in connection with its products and services.



19. Over the years, Veeva has expanded use of VEEVA to include many VEEVA-formative marks for its business software, applications, platforms, tools, and data solutions—such that it has developed a family of VEEVA marks.

20. Veeva owns the following U.S. trademark registrations (collectively, the “Registered VEEVA Marks”):

Trademark	Goods/Services	Reg. No. Reg. Date
VEEVA	Providing software as a service (SaaS), namely, providing on-line non-downloadable software for use in the field of customer relationship management in Class 42	3,708,628 10-NOV-2009
<b>Veeva</b>	Providing software as a service (SaaS), namely, providing on-line non-downloadable software for use in the fields of customer relationship management (CRM), marketing programs, regulated content management, and life sciences clinical trial document collection, management, and analysis in Class 42	4,578,539 05-AUG-2014
	Providing software as a service (SaaS) featuring software for use in database management and content access, sharing, organization, and management in the fields of customer relationship management (CRM) and marketing programs; providing software as a service (SaaS) featuring software for use in the fields of customer relationship management (CRM), marketing programs, regulated content management, and life sciences clinical trial document collection, management, and analysis; providing software as a service (SaaS) featuring software that enables users to enter, access, track, manage, analyze, monitor, and generate information and reports regarding customer relationship information, clinical trial documents, and content; providing software as a service (SaaS) featuring software for document management; software as a	6,150,299 15-SEP-2020



Trademark	Goods/Services	Reg. No. Reg. Date
	<p>service (SaaS) services featuring software for the collection, editing, managing, organizing, modifying, bookmarking, transmission storage and sharing of data and information; software as a service (SaaS) services featuring software for providing users the ability to create, modify, edit, share, manage, store, and view electronic media or information over the internet or other communications network; platform as a service (PaaS) featuring computer software platforms for data management; computer services, namely, providing temporary use of non-downloadable software for users to create, edit, manage, store, retrieve, access, track, profile, categorize, search, publish, archive, deliver, administer, modify and control files, text, images, electronic content, and data; online portal services, namely, providing temporary use of on-line non-downloadable software development tools; platform as a service (PaaS) services featuring computer software platforms for use in the creation, development, operation and testing of software applications; all of the foregoing for the purposes of providing solutions for the management of clinical trial documents, regulatory documents and filings and submissions, quality management documentation and claims management documentation, and for the purposes of providing solutions for customer relationship management (“CRM”) in Class 42</p>	
VEEVA	<p>Providing software as a service (SaaS), namely, featuring software for the access, management, organization, collaboration, and sharing of content, communications, electronic data, and information in the fields of customer relationship management (CRM), content management, and life sciences clinical trial document collection, management, and analysis; providing software as a service (SaaS) featuring software for document management; software as a service (SaaS) services featuring software for the collection, editing, managing, organizing, modifying, bookmarking, transmission storage and sharing of data and information; software as a service (SaaS) services featuring software for providing users the ability to create, modify, edit, share, manage, store, and view electronic media or information over the internet or other communications network; software as a service (SaaS) for use in customer relationship management (CRM); software as a service (SaaS) for maintaining document control; software as a service (SaaS) services for document management and content management; software as a service (SaaS) featuring quality management software; providing temporary use of non-downloadable software used to perform quality control management of business operations; computer services, namely, providing temporary use of non-downloadable software for</p>	6,150,301 15-SEP-2020

Trademark	Goods/Services	Reg. No. Reg. Date
	users to create, edit, manage, store, retrieve, access, track, profile, categorize, search, publish, archive, deliver, administer, modify and control files, text, images, electronic content, and data; platform as a service (PaaS) featuring computer software platforms for data management; computer services, namely, online portal services, namely, providing temporary use of on-line non-downloadable software development tools; platform as a service (PaaS) services featuring computer software platforms for use in the creation, development, operation and testing of software applications; all of the foregoing for the purposes of providing solutions for the management of clinical trial documents, regulatory documents and filings and submissions, quality management documentation and claims management documentation, and for the purposes of providing solutions for customer relationship management ("CRM") in Class 42	
VEEVA	Computer software and mobile application software for the access, management, organization, collaboration, and sharing of content, communications, electronic data, and information in the fields of customer relationship management (CRM), content management, and life sciences clinical trial document collection, management, and analysis; computer software and mobile application software for document management; computer software and mobile application software for the collection, editing, managing, organizing, modifying, bookmarking, transmission storage and sharing of data and information; computer software and mobile application software for document management; computer software and mobile application software for the collection, editing, managing, organizing, modifying, bookmarking, transmission storage and sharing of clinical data and information; computer software and mobile application software for providing users the ability to create, modify, edit, share, manage, store, and view electronic media or information over the internet or other communications network; computer software and mobile application software for use in customer relationship management (CRM); computer software and mobile application software for maintaining document control; computer software and mobile application software for document management and content management; computer software and mobile application quality management software; computer software and mobile application software for performing quality control management of business operations; computer services, namely, computer software and mobile application software for users to create, edit, manage, store, retrieve, access, track, profile, categorize, search, publish, archive, deliver, administer, modify and control files, text, images, electronic content, data, and	6,155,982 22-SEP-2020

Trademark	Goods/Services	Reg. No. Reg. Date
	clinical data; computer software and mobile application software for data management; computer software and mobile application software for clinical data management; software development kits (SDK); computer software and mobile application software for use in the creation, development, operation and testing of software applications; all of the foregoing for the purposes of providing solutions for the management of clinical trial documents, regulatory documents and filings and submissions, quality management documentation and claims management documentation, and for the purposes of providing solutions for customer relationship management (“CRM”) in Class 9	

21. Veeva’s U.S. Registration Nos. 3,708,628 and 4,578,539 are incontestable.

22. In addition to the Registered VEEVA Marks, Veeva has common-law trademark rights in at least the VEEVA-formative marks identified in this Complaint, all of which are used in connection with Veeva’s products and services. *See supra* ¶¶ 9-14. And each of the following marks has been in use in commerce in connection with Veeva’s products and services since before Microsoft began using its infringing marks: VEEVA CRM, VEEVA ENGAGE, VEEVA QUALITYONE, VEEVA VAULT, VEEVA CRM MYINSIGHTS, VEEVA EVENTS MANAGEMENT, VEEVA ALIGN, VEEVA NITRO, VEEVA NETWORK, VEEVA OPENDATA, VEEVA LINK, VEEVA LINK KEY PEOPLE, VEEVA SITE CONNECT, and VEEVA CROSSIX.

23. For more than 15 years, Veeva has been marketing, promoting, and selling its products and services under the VEEVA Marks. The VEEVA Marks are prominently displayed on Veeva’s website—[www.veeva.com](http://www.veeva.com)—on social media and other digital media (e.g., digital brochures, presentations, and the like), in advertisements, at industry events and trade shows, and at Veeva-lead industry events. For example, the VEEVA Marks are prominently displayed at the Veeva Summit—Veeva’s annual customer conference that connects people across clinical operations, clinical data, research sites, quality & manufacturing, regulatory, safety, and information technology. The Veeva Summit is one of the largest life sciences R&D and quality gathering and generally attracts

1 thousands of attendees. Veeva also hosts dozens of other events annually around the country and  
2 around the world.

3 24. As a result of extensive use, sales, advertising, promotion, commercial success, and third-  
4 party recognition, the VEEVA Marks are well-known and strong, and consumers associate the  
5 common, distinctive characteristic of the VEEVA Marks—VEEVA—with Veeva.

6 **MICROSOFT'S INFRINGEMENT OF THE VEEVA MARKS**

7 25. Like Veeva, Microsoft offers business software, cloud computing, and enterprise  
8 solutions across a range of industries. Microsoft offers business and workplace collaboration  
9 software, platforms, applications, and tools, including products and services for communication,  
10 customer relationship management, data management, and enterprise resource planning.

11 26. Without Veeva's authorization or approval, Microsoft is offering, selling, and promoting  
12 a cloud-based employee experience platform in connection with the name VIVA. Like Veeva,  
13 Microsoft uses VIVA-formative marks in connection with its VIVA line of applications, platforms,  
14 software, and tools, including VIVA ENGAGE, VIVA INSIGHTS, VIVA GOALS, and others. And,  
15 like Veeva's products and services, Microsoft's VIVA products and services are designed to increase  
16 engagement; provide a myriad of channels for communications; store, organize, and provide easy  
17 access to various types of information and data; facilitate collaboration; and improve productivity.

18 27. Microsoft's encroachment on Veeva's established rights in the VEEVA Marks appears  
19 deliberate. Veeva and Microsoft are both prominent companies in the business software industry,  
20 and Microsoft knew about Veeva and its VEEVA Marks (some of which have been in use for over a  
21 decade) before adopting its VIVA marks. Making matters worse, in addition to mimicking Veeva's  
22 VEEVA mark, Microsoft chose to call offerings within its VIVA line by names virtually identical to  
23 names Veeva has used—ENGAGE and INSIGHTS—for nearly a decade in connection with its  
24 highly related products and services.

25 28. VIVA ENGAGE, like VEEVA ENGAGE, is a cloud-based remote engagement platform  
26 designed to streamline virtual interactions. Like VEEVA ENGAGE, VIVA ENGAGE enables real-  
27 time communications, provides data analysis, facilitates personalized interactions based on past  
28

1 engagements, supports the sharing of materials and insights, supports large-scale virtual events and  
2 discussion, and tracks engagement through analytics and reporting.

3 29. VIVA INSIGHTS, like VEEVA CRM MYINSIGHTS, is a cloud-based real-time  
4 analytics and insights platform designed to provide personalized data-driven recommendations. Like  
5 VEEVA CRM MYINSIGHTS, VIVA INSIGHTS enables users to visualize data, data analytics, and  
6 key productivity indicators and optimize work habits based on past interactions and analytics.

7 30. As a result of Microsoft's unlawful uses of VIVA and VIVA-formative marks, consumer  
8 confusion is likely. Indeed, transcripts of Microsoft earnings calls use "Microsoft Veeva" and  
9 "Veeva" when referring to Microsoft's VIVA line, as does the transcript of a podcast interview with  
10 Microsoft personnel. News outlets also reported on the launch of "Microsoft Veeva Sales." And an  
11 article about VIVA ENGAGE has an entire section titled:

## 12 **Not to Be Confused with Veeva** 13 **Engage**

14 <https://www.orchestry.com/insight/what-is-viva-engage-m365-new-employee-experience-tool>  
15

16 31. Veeva employees have also been contacted by people wondering whether there was an  
17 agreement or certain collaboration between Veeva and Microsoft regarding their ENGAGE products.

### 18 **INJURY TO THE PUBLIC AND TO VEEVA**

19 32. Microsoft's unauthorized uses of VIVA are likely to cause confusion, mistake, and  
20 deception between the source or origin of Microsoft, its goods and services, its business, and/or its  
21 commercial activities and Veeva, its goods and services, its business, and/or its commercial  
22 activities.

23 33. Microsoft's unauthorized uses of VIVA have damaged and irreparably injured and, if  
24 permitted to continue, will further damage and irreparably injure Veeva, its VEEVA Marks, its  
25 reputation and goodwill associated with its marks, and the public's interest in being free from  
26 confusion, mistake, and deception.

34. Microsoft knew, or should have known, that its unauthorized uses of VIVA violate Veeva's rights in the VEEVA Marks. Thus, Microsoft has acted knowingly, willfully, in reckless disregard of Veeva's rights, and in bad faith.

#### COUNT ONE

##### **Trademark Infringement under Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1)**

35. Veeva repeats and incorporates by reference herein its allegations set forth in Paragraphs 1 through 34 above.

36. Without Veeva's consent, Microsoft has used and continues to use in commerce reproductions, copies, and colorable imitations of the Registered VEEVA Marks in connection with the offering, distribution, and advertising of goods and services, which is likely to cause confusion, or to cause mistake, or to deceive, in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).

#### COUNT TWO

##### **Trademark Infringement, False Designation of Origin, Passing Off, and Unfair Competition Under Section 43(a)(1)(A) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A)**

37. Veeva repeats and incorporates by reference herein its allegations set forth in Paragraphs 1 through 36 above.

38. Microsoft's actions described above are likely to cause confusion, or to cause mistake, or to deceive as to the origin, sponsorship, or approval of Microsoft, its products and services, and/or its commercial activities by or with Veeva, and thus constitute trademark infringement, false designation of origin, passing off, and unfair competition in violation of Section 43(a)(1)(A) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A).

#### COUNT THREE

##### **Common Law Trademark Infringement and Unfair Competition**

39. Veeva repeats and incorporates by reference herein its allegations set forth in Paragraphs 1 through 38 above.

40. Microsoft's actions described above are likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of Microsoft with Veeva, or as to the origin, sponsorship, or approval of Microsoft, its products and services, and its commercial activities by or with Veeva such that Microsoft's acts constitute infringement of Veeva's proprietary rights in its VEEVA Marks, misappropriation of Veeva's goodwill in those marks, and unfair competition under California common law.

#### COUNT FOUR

#### **Violation of California's Unfair Competition Law, Section 17200 *et seq.* of the Cal. Bus & Prof. Code**

41. Veeva repeats and incorporates by reference herein its allegations set forth in Paragraphs 1 through 40 above.

42. In connection with the sale and distribution of infringing goods and services, Microsoft has engaged in unfair methods of competition, including unlawful, unfair, and/or fraudulent acts or practices in the conduct of trade and commerce in violation of Section 17200 *et seq.* of the Cal. Bus. & Prof. Code.

#### **PRAYER FOR RELIEF**

WHEREFORE, Veeva respectfully requests that this Court enter judgment in its favor and award the following relief against Microsoft:

- A. An order that Microsoft's use of the VIVA and VIVA-formative names and marks for Microsoft's business software, applications, platforms, and tools infringes the Registered VEEVA Marks and constitutes trademark infringement and unfair competition under federal and state law, specifically, 15 U.S.C. §§ 1114(1) and 1125(a)(1)(A), Section 17200 *et seq.* of the Cal. Bus & Prof. Code, and California common law.
- B. An order that Microsoft's use of the VIVA and VIVA-formative names and marks for Microsoft's business software, applications, platforms, and tools infringes the VEEVA Marks and constitutes trademark infringement and unfair competition under



1 federal and state law, specifically, 15 U.S.C. § 1125(a)(1)(A), Section 17200 *et seq.*  
2 of the Cal. Bus & Prof. Code, and California common law.

3 C. A permanent injunction enjoining Microsoft and its officers, directors, agents,  
4 servants, affiliates, employees, subsidiaries, parents, licensees, assigns, and  
5 customers, and all others acting in concert or participation with any of them:

- 6 a. From using, registering, or seeking to register VIVA and any VIVA-formative  
7 names and marks in any form, including any other wording or designs, in  
8 connection with Microsoft's software, applications, platforms, and tools, and  
9 from using any other marks, names, logos, designs, designations, or indicators  
10 that are confusingly similar to any of the VEEVA Marks;
- 11 b. From representing by any means whatsoever, directly or indirectly, that  
12 Microsoft or any of its products, services, or activities are associated,  
13 connected, or affiliated with Veeva, and/or sponsored, authorized, or licensed  
14 by Veeva;
- 15 c. From effecting assignments or transfers, forming new entities or associations,  
16 or utilizing any other tactic for the purpose of circumventing or otherwise  
17 avoiding the prohibitions set forth above; and
- 18 d. From aiding, abetting, contributing to, or otherwise assisting anyone in  
19 engaging or performing any of the activities referred to in subparagraphs C  
20 (a)-(c).

21 D. An Order directing Microsoft to, within 30 days after the entry of the permanent  
22 injunction, file with this Court and serve on Veeva's attorneys a report in writing and  
23 under oath setting forth in detail the manner and form in which Microsoft has  
24 complied with the injunction.

25 E. An Order requiring Microsoft to pay Veeva damages in an amount as yet  
26 undetermined caused by the foregoing acts, and trebling such damages, in accordance  
27 with 15 U.S.C. § 1117 and other applicable laws.  
28

- 1 F. An Order requiring Microsoft to account for and pay to Veeva any and all profits  
 2 arising from the foregoing acts, and increasing such profits, in accordance with 15  
 3 U.S.C. § 1117 and other applicable laws.
- 4 G. An Order requiring Microsoft to pay Veeva punitive damages in an amount to be  
 5 determined due to the foregoing willful acts of Microsoft.
- 6 H. An Order declaring this to be an exceptional case and awarding Veeva its attorneys’  
 7 fees and costs in this action pursuant to 15 U.S.C. § 1117 and other applicable laws.
- 8 I. Any other additional relief as the Court deems just and proper.

9 **JURY DEMAND**

10 Veeva respectfully demands a trial by jury on all issues properly triable by a jury in this  
 11 action.

12  
 13  
 14 Dated: February 3, 2025

FINNEGAN, HENDERSON, FARABOW,  
 GARRETT & DUNNER, LLP

15  
 16 By: /s/ Morgan E. Smith  
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